

**AN ORDINANCE  
BY FINANCE/ EXECUTIVE COMMITTEE**

**08-O-1299**

**AN ORDINANCE AUTHORIZING THE CITY OF ATLANTA TO WAIVE THE SOURCE SELECTION PROVISIONS CONTAINED IN ARTICLE X, PROCUREMENT AND REAL ESTATE CODE, OF THE CITY OF ATLANTA CODE OF ORDINANCES, TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO REMIT PAYMENT FOR ALL OUTSTANDING INVOICES THROUGH DECEMBER 28, 2008, TO CXTEC IN AN AMOUNT NOT TO EXCEED TWENTY-NINE THOUSAND DOLLARS AND NO CENTS (\$29,000.00) FOR CISCO SSL COMPRESSION HARDWARE PURCHASED PURSUANT TO GSA CONTRACT NUMBER GS-35F-0315N TO BE CHARGED TO AND PAID FROM FDOA NUMBER 1001 (GENERAL FUND) 050208 (DIT IT INFRASTRUCTURE) 5424003 (COMPUTERS (\$5,000+)) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEMS) TO RATIFY THE PRIOR PROVISION OF GOODS TO THE CITY BY CXTEC; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta (“City”) entered into a Hardware Purchase Agreement and an Order Agreement with CxTec for Cisco SSL Compression hardware, effective December 28, 2007; and

**WHEREAS**, the City obtained the hardware through contract number GS-35F-0315N between CxTec and the Federal Government, however the Agreements require Council approval; and

**WHEREAS**, CxTec has continued to provide services to the City; and

**WHEREAS**, the hardware provided by CxTec is necessary to maximize the performance of the City’s network infrastructure; and

**WHEREAS**, the City wishes to continue its relationship with CxTec under the same terms and conditions currently governing the parties in the CxTec Hardware Purchase Agreement; and

**WHEREAS**, the City further desires to ratify the prior provision of hardware by CxTec, and authorize payment to CxTec for unpaid purchases rendered, in an amount not to exceed twenty-nine thousand dollars and no cents (\$29,000.00), to be charged to and paid from FDOA Number 1001 (General Fund) 050208 (DIT IT Infrastructure) 5424003 (Computers (\$5,000+)) 1535000 (Data Processing/Management Information Systems).

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, as follows:**

**SECTION 1:** That the City is authorized to continue its relationship with CxTec for the purpose of any warranty, repair or other claims on the Cisco SSL Compression hardware.

**SECTION 2:** That the City's actions in accepting and paying for equipment provided by CxTec are ratified and confirmed, and the Chief Financial Officer is authorized to remit payment to CxTec for unpaid invoices rendered through December 28 2007, in an amount not to exceed twenty-nine thousand dollars and no cents (\$29,000.00), to be charged to and paid from FDOA Number 1001(General Fund) 050208(DIT IT Infrastructure) 5424003(Computers (\$5,000+)) 1535000(Data Processing/Management Information Systems).

**SECTION 3:** That Chapter 2, Article X of the City of Atlanta's Code of Ordinances is hereby waived to the extent that such applies to the authorization of payment for services rendered by CxTec.

**SECTION 4:** That all Ordinances or parts of Ordinances in conflict with this Ordinance are waived for this instance only.

**AUTHORIZED FEDERAL ACQUISITION SERVICE  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES**

CXtec provides equal2new Networking Equipment, Telephone Equipment, Copper Network Cabling and Fiber Network Cabling products to Federal, State and Local Government customers on GSA IT Schedule 70, GSA Schedule #GS-35F-0315N.

**SIN 132-8 PURCHASE OF EQUIPMENT**

**FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES**

Network Equipment  
Other Communications Equipment

**FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS  
EQUIPMENT**

Communications Equipment Cables

**FSC CLASS 6015 - FIBER OPTIC CABLES**

Fiber Optic Cables

**FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLES AND HARNESSSES**

Fiber Optic Cable Assemblies and Harnesses

**FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT**

Telephone Equipment

CXtec is proud to provide Federal, State and Local Government customers with Lifetime Warranted equal2new certified pre-owned networking and telephone equipment in our SIN 132-8 product offering.

**CXtec**  
**5404 South Bay Road**  
**Syracuse, NY 13221**  
**Tel: 888-274-6729, Fax: 315-455-1800**  
**[www.cxtec.com](http://www.cxtec.com)**

**Contract Number: GS-35F-0315N**

**Period Covered by Contract: 2/12/2008 – 2/11/2013**

**General Services Administration  
Federal Acquisition Service**

Pricelist current through Modification Number PO-0026, dated April 17, 2008

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

**CXtec GSA Schedule #GS-35F-0315N**

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INFORMATION FOR ORDERING ACTIVITIES

INFORMATION FOR ORDERING ACTIVITIES  
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

**SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

**For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.**

**1. GEOGRAPHIC SCOPE OF CONTRACT:**

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.  
☐ The Geographic Scope of Contract will be overseas delivery only.  
☒ The Geographic Scope of Contract will be domestic delivery only.

**2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

Ordering Address:

CXtec  
PO Box 4799  
Syracuse, NY 13221-4799  
Attn: Gov't Desk

Payment Address:

CXtec  
PO Box 3765  
Syracuse, NY 13220-3765

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Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

888-274-6729

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

**3. LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

**4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:**

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 088668652

Block 30: Type of Contractor – B. Other Small Business

Block 31: Woman-Owned Small Business – NO

Block 36: Contractor's Taxpayer Identification Number (TIN): 16-1105670

4a. CAGE Code: 0FT04

4b. Contractor has registered with the Central Contractor Registration Database.

**5. FOB Destination**

**6. DELIVERY SCHEDULE**

a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-8	10 - 30 Days
132-8 (expedited)	2 - 7 Days

b. **URGENT REQUIREMENTS:** When the Federal Acquisition Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

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7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.
- a. Prompt Payment: Net 30 days from receipt of invoice or date of acceptance, whichever is later.
  - b. Quantity – Negotiable
  - c. Dollar Volume – Negotiable
  - d. Government Educational Institutions – Same discounts as all other Government Customers
  - e. Other
8. **TRADE AGREEMENTS ACT OF 1979, as amended:**
- All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.
9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:** Available if required.
10. **Small Requirements:** The minimum dollar value of orders to be issued is \$25.00
11. **MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**
- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:  
  
Special Item Number 132-8 - Purchase of Equipment
12. **ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**
- Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.
- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
  - b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.
13. **FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:** ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.
- 13.1 **FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.
- 13.2 **FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of

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Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

**14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)**

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.



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(j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

**15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

### **16. GSA ADVANTAGE!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

### **17. PURCHASE OF OPEN MARKET ITEMS**

**NOTE:** Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

### **18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

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(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

**19. OVERSEAS ACTIVITIES**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

CXtec will ship product anywhere outside the United States at the expense of the ordering agency. CXtec will not provide installation services outside the United States.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

**20. BLANKET PURCHASE AGREEMENTS (BPAs)**

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

**21. CONTRACTOR TEAM ARRANGEMENTS**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

**22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

**23. SECTION 508 COMPLIANCE.**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

[www.cxtec.com/gsa](http://www.cxtec.com/gsa)

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

**24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

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Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor);

and

(b) The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

**25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe;

or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**26. SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

**27. ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT  
(SPECIAL ITEM NUMBER 132-8)**

**1. MATERIAL AND WORKMANSHIP**

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

**3. TRANSPORTATION OF EQUIPMENT**

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

**4. INSTALLATION AND TECHNICAL SERVICES**

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

All products on this schedule are "self-installable". However, should a customer desire separately-priced additional configuration services as part of the installation process, those configuration services are available. See our Product Price List for details.

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

c. **OPERATING AND MAINTENANCE MANUALS.** CXtec shall furnish the Government, if requested, with electronic access to all operating and maintenance manuals which are normally provided with the equipment being purchased.

**5. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered

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for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

### **6. WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

#### **Equal2new® Equipment: LIFETIME WARRANTY**

Subject to the terms and conditions set forth below, CXtec® equal2new products carry a limited lifetime warranty on parts and associated labor. CXtec warrants to the original End User purchaser that its equal2new products will be materially free from defects in material under normal use and service for as long as the original End User owns the product, or for five (5) years after the manufacturer discontinues such product, whichever is sooner. If the product has been manufacturer discontinued prior to the original End User's purchase from CXtec, the warranty term will be five (5) years from the date of purchase.

This warranty does not cover ordinary maintenance, normal wear and tear, cords, plastic casings, improper use, accidental damage, neglect, misuse, abuse, incorrect installation, unauthorized repair, alterations, or modifications, failure of or surges in electric power, conditions caused by abnormal temperature and/or humidity control, vandalism, or acts of God.

The warranty period for equal2new products commences on the day of shipment. If products under warranty are claimed to be defective, the customer must notify CXtec's equal2new warranty services group and request authorization to return the products. All products returned to CXtec should be packaged in packing materials that afford reasonable protection from additional damage. Upon receipt of the products, CXtec, at its sole discretion, will either choose to repair the products, supply a replacement, or credit the customer's account. Removal of equal2new identification seals will VOID this warranty. The warranty period for the repaired or replaced product shall terminate upon the termination of the original warranty period. This warranty is valid in the United States, all U.S. Territories, and Canada. For international warranty details, please contact your account representative.

#### **Manufacturer Refurbished Equipment:**

All Manufacturer refurbished products carry the same warranty as their corresponding new sku's and are backed by their respective manufacturer.

#### **New Equipment:**

All new products carry the original manufacturer's limited warranty, which varies in duration by manufacturer and associated product family.

#### **Cable Warranty:**

All CXtec standard cables carry a limited lifetime replacement warranty. If your cable should fail, simply contact us and we will replace it with an equivalent cable. We ask that you pay the shipping to return the cable to us, and we will gladly pay the shipping to return a replacement. This replacement warranty is limited to the value of the cable and is void if the assembly has been subjected to physical damage. Warranty valid in USA and Canada only.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

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d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

CXtec  
621 East Brighton Avenue  
Syracuse, NY 13210

**7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

**8. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

**9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**USA COMMITMENT TO PROMOTE  
SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS**

**PREAMBLE**

CXtec provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

**COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Joe Biviano, tel: 888-274-6729 x2159, email: [jbiviano@cxtec.com](mailto:jbiviano@cxtec.com), fax: 315-455-1800.

CXtec GSA Schedule #GS-35F-0315N

BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) \_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

\_\_\_\_\_  
Ordering Activity                      Date

\_\_\_\_\_  
Contractor                              Date



**CXtec GSA Schedule #GS-35F-0315N**

BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

**CXtec GSA Schedule #GS-35F-0315N**

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

## **CXtec GSA Schedule #GS-35F-0315N**

### **BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"**

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.



ISO 9001 Certified

Offices: 315-476-3000  
Sales Fax: 315-455-1800  
Tax ID: 16-1105670

Accounts Payable  
City of Atlanta  
55 Trinity Ave SW Ste G700  
Atlanta, GA 30303

Remit To:

CXtec  
PO Box 3765  
Syracuse, NY 13220-3765  
CXtec (formerly CABLExpress Technologies)  
is a DBA of Cablexpress Corporation

Ship To:

Mulu Girmay  
City of Atlanta  
55 Trinity Ave SW Ste G800  
Atlanta, GA 30303

legislation  
process  
April 17, 2003

# INVOICE

NUMBER

6424182

DATE

28-DEC-07

PAGE

1 OF 1

PURCHASE ORDER NUMBER

signed quote - Mark Campbell

ORDER NUMBER

733947

CUSTOMER NUMBER

23089

SITE ID

665310

Please note our remit to address has changed: PO Box 3765, Syracuse, NY 13220-3765

TERMS Net 30 Days		DUE DATE 27-JAN-08		SALESPERSON Tricia Kam		CUSTOMER CONTACT Accounts Payable	
SHIP DATE 28-DEC-07		FOB ORIGIN		FREIGHT TERMS Prepaid & Add		SHIP VIA	
WAYBILL NUMBER 0							
LINE NO	ITEM NUMBER	DESCRIPTION	QUANTITY		UNIT PRICE	EXTENSION	
			ORDERED	SHIPPED			
1	245674	CISCO 11501 CSS AC WITH HD SSL COMPRESSION:open market pricing Serial Numbers: SJMX1149200F, SJMX1149200H	2	2	14,500.00	29,000.00	

1001-050288-3424003  
15335000

315  
476

GSA Schedule

## Special Instructions:

SUBTOTAL	TAX	TOTAL
29,000.00	0.00	29,000.00

A FINANCE CHARGE of 1.5% per month will be added after 30 days.  
All prices are in U.S. dollars.

Thank you for your business. We look forward to serving your needs again the next time you are looking to  
reduce the cost of your networking infrastructure and technology equipment.

**Part II: Legislative White Paper:** (This portion of the Legislative Request Form will be shared with City Council members and staff)

**A. To be completed by Legislative Counsel:**

**Committee of Purview:** Finance/Executive Committee

**Caption:**

AN ORDINANCE AUTHORIZING THE CITY OF ATLANTA TO WAIVE THE SOURCE SELECTION PROVISIONS CONTAINED IN ARTICLE X, PROCUREMENT AND REAL ESTATE CODE, OF THE CITY OF ATLANTA CODE OF ORDINANCES, TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO REMIT PAYMENT FOR ALL OUTSTANDING INVOICES THROUGH DECEMBER 28, 2008, TO CXTEC IN AN AMOUNT NOT TO EXCEED TWENTY-NINE THOUSAND DOLLARS AND NO CENTS (\$29,000.00) FOR CISCO SSL COMPRESSION HARDWARE PURCHASED PURSUANT TO GSA CONTRACT NUMBER GS-35F-0315N TO BE CHARGED TO AND PAID FROM FDOA NUMBER 1001 (GENERAL FUND) .050208 (DIT IT INFRASTRUCTURE) .5424003 (COMPUTERS (\$5,000+)) .1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEMS) TO RATIFY THE PRIOR PROVISION OF GOODS TO THE CITY BY CXTEC; AND FOR OTHER PURPOSES.

**Council Meeting Date:** July 7, 2008

**Requesting Dept.:** Department of Information Technology

**B. To be completed by the department:**

**1. Please provide a summary of the purpose of this legislation (Justification Statement).**

DIT seeks approval of the council to pay CxTec for an outstanding invoice in the amount of \$29,000.

**2. Please provide background information regarding this legislation.**

The City purchased hardware provided by CxTec to replace failing hardware and to maximize the performance of the City's network infrastructure.

**3. If Applicable/Known:**

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):**

(b) **Source Selection:**

(c) **Bids/Proposals Due:**

(d)      Invitations Issued:

(e)      Number of Bids:

(f)      Proposals Received:

(g)      Bidders/Proponents:

(h)      Term of Contract: n/a

4. Fund Account Center: 1001 (General Fund) 050208 (DIT IT Infrastructure) 5424003  
(Computers (\$5,000+)) 1535000 (Data Processing/ Management Information Systems)

5. Source of Funds:

6. Fiscal Impact: \$29,000

7. Method of Cost Recovery:

This Legislative Request Form Was Prepared By: Kathleen Lane, DIT Compliance Analyst

## Legislation Summary

**Committee of Purview:**

**Caption**

A resolution authorizing the Mayor to execute an appropriate contractual agreement on behalf of the Department of Information Technology with CXTec® in an amount not to exceed twenty nine thousand dollars and no cents (\$29,000.00). All contract work shall be charged to and paid from fund account and center number: 1001 (General Fund), 050208 (DIT IT Infrastructure), 5424003 (Computers \$5,000+), 1535000 (Data Processing/Management Information System).

**Council Meeting Date:** July 07, 2008

**Legislation Title:** Resolution authorizing the Chief Financial Officer to remit payment for all outstanding invoices through December, 2008, with CXTec® for Cisco SSL Compression Hardware purchased pursuant to GSA Contract #GS-35F-0315N, on behalf of the Department of Information Technology in an amount not to exceed twenty nine thousand dollars and no cents (\$29,000.00). All contract work shall be charged to and paid from fund account and center number: 1001 (General Fund), 050208 (DIT IT Infrastructure), 5424003 (Computers \$5,000+), 1535000 (Data Processing/Management Information System).

**Requesting Department:** Department of Information Technology

**Contract Type:** N/A

**Source Selection:** GSA Contract #GS-35F-0315N

**Bids/Proposals Due:** N/A

**Invitations Issued:** N/A

**Number of Bids/  
Proposals Received:** N/A

**Bidders/Proponents:** N/A

**Justification Statement:** N/A

**Background:** N/A

**Fund Account Centers:** 1001 (General Fund), 050208 (DIT IT Infrastructure), 5424003 (Computers \$5,000+), 1535000 (Data Processing/Management Information System).

**Source of Funds:** N/A

**Fiscal Impact:** N/A

**Term of Contract:** N/A

**Method of Cost Recovery:** N/A

**Approval:**

**DOF:**

**DOL:**

**Prepared By:** Patricia Lowe, Buyer

**Contact Number:** 404.330.6583



TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: Kathleen Lane

Contact Number: 404-335-1983

Originating Department: Department of Information Technology

Committee(s) of Purview: Finance/Executive Committee

Chief of Staff Deadline: June 18, 2008

Anticipated Committee Meeting Date(s): July 1 - 2, 2008

Anticipated Full Council Date: July 7, 2008

Legislative Counsel's Signature: [Signature]

Commissioner Signature: [Signature]

Chief Procurement Officer Signature: [Signature]

**CAPTION**

AN ORDINANCE AUTHORIZING THE CITY OF ATLANTA TO WAIVE THE SOURCE SELECTION PROVISIONS CONTAINED IN ARTICLE X, PROCUREMENT AND REAL ESTATE CODE, OF THE CITY OF ATLANTA CODE OF ORDINANCES, TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO REMIT PAYMENT FOR ALL OUTSTANDING INVOICES THROUGH DECEMBER 28, 2008, TO CXTEC IN AN AMOUNT NOT TO EXCEED TWENTY-NINE THOUSAND DOLLARS AND NO CENTS (\$29,000.00) FOR CISCO SSL COMPRESSION HARDWARE PURCHASED PURSUANT TO GSA CONTRACT NUMBER GS-35F-0315N TO BE CHARGED TO AND PAID FROM FDOA NUMBER 1001 (GENERAL FUND) .050208 (DIT IT INFRASTRUCTURE) .5424003 (COMPUTERS (\$5,000+)) .1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEMS) TO RATIFY THE PRIOR PROVISION OF GOODS TO THE CITY BY CXTEC; AND FOR OTHER PURPOSES.

Mayor's Staff Only

Received by CPO: \_\_\_\_\_ Received by LC from CPO: \_\_\_\_\_  
(date) (date)

Received by Mayor's Office: 6.19.08 Reviewed by: [Signature]  
(date) (date)

Submitted to Council: \_\_\_\_\_